

1 cases or statutes that deal with that issue, and I've
2 CD-ROMmed that issue in preparation for this, and there are
3 no, no -- I could find no cases.

4 BY MR. COHEN:

5 Q And isn't true that under California law a pattern
6 of conduct cannot be used to establish that one corporation
7 controls another?

8 A I don't know where that, whatever, has ever come up
9 or where, where it's ever come up.

10 Q Well, you would agree with that as a legal proposi-
11 tion, though, wouldn't you?

12 A No.

13 Q You wouldn't.

14 A No.

15 Q You mean a, a pattern of conduct could be used to
16 establish that one corporation controls another?

17 A The -- what we're getting at here is the mind of the
18 board of directors, and, and you would have to establish that
19 these board of directors, through some agreement, some
20 arrangement, had agreed that they were going to be the ser-
21 vants of the board of directors of another corporation, and I
22 don't think that, that pattern of conduct would be -- there
23 would be nothing to be enforced unless there was some unrea-
24 sonable act, unfair act, that these conspiring board members
25 had foisted upon the other nonprofit.

1 Q Well, I -- in your deposition at page 68, line 3, I
2 ask you, "The word 'control'" -- and we were referring to the
3 exemption application -- "was that a word of art? A term of
4 art is defined in the Internal Revenue Code." And you
5 answered, "It would be more of a word of art in terms of state
6 law." And I asked you, "But this was a federal form, wasn't
7 it?" And you answered, "Yes, that's what I'm saying. I don't
8 think there is any word of art in terms of -- federal would
9 look at some kind of a formal tie where there is a legal
10 obligation in terms of just overall ramifications, the ramifi-
11 cations would be much greater on the state basis." And I
12 asked you, "Why?" And you answered, "Because it would be
13 illegal in California." And I asked you, "What would be?"
14 And you said, "If there was an agreement for one corporation's
15 board of directors to be subservient to another, that would be
16 disallowed in California." And I asked you, "When you say
17 agreement, you're talking about a written document." And you
18 answered, "A written document, or normally that type of thing
19 is incorporated in bylaws." And I asked you, "Well, could a
20 manner of conduct establish --" And you cut me off and said,
21 "No." And I asked you, "It has to be in writing?" And you
22 answered, "There has to be some sort of a legal basis for it,
23 an enforceable basis." Now, I interpreted your answer,
24 Mr. Juggert, to understand that it was your view that, that it
25 had to be in writing for there to be a legal basis to enforce

1 it. Did I -- do I understand your position correct?

2 A By that I meant that the dominant corporation would
3 have to have some basis for saying, "You have, you have trans-
4 gressed our agreement." I'm well aware of this because there
5 was an agreement like that at one time in effect with Trinity
6 Christian Center that proved to be unenforceable. Another
7 corporation had the agreement making Trinity subservient.

8 Q Now, are you aware of, of any FCC rule or case which
9 defines control?

10 A We had always been informed by FCC attorneys that
11 control was exercised by the board of directors.

12 Q I understand.

13 A They were virtually the owners of the corporation.

14 Q I understand that. My question is not that. I'm
15 aware of that. Mr. May has testified in this proceeding. I'm
16 aware of that. My question is a different one. As of this
17 moment, are you aware of any FCC rule or any FCC case or
18 precedent which defines or interprets the word "control"?

19 A No, I'm not.

20 JUDGE CHACHKIN: So when you use it in your testi-
21 mony, you're speaking strictly under California law.

22 MR. JUGGERT: Right, and when I, when I referred to
23 the word "federal" in my testimony, I was referring to this
24 question for IRS purposes.

25 BY MR. COHEN:

1 Q And carrying through with what the judge is saying,
2 in, in -- the word "control" as you have used it, has always,
3 in your testimony, has always referred to control under
4 California law.

5 A That, that's right.

6 Q And you've never purported to hold yourself out as
7 having any knowledge as, as to how the word "control" is
8 defined by the Federal Communications Commission.

9 A No, other than what I've told you in terms of the
10 board of directors being the controlling agents of the corpo-
11 ration.

12 MR. COHEN: Your Honor, what, what time were you --
13 I forgot. What time do you usually start, start your recess?
14 What time do you usually have your morning recess? I've
15 forgotten.

16 JUDGE CHACHKIN: Well, if we're going to run until
17 12:30, I thought 11:30 would be a good time to do it because
18 we started at 9:30. Why? Do you want a preference to some
19 time?

20 MR. COHEN: If I had a preference, I would rather
21 have it now than later because I have, off the record, I have
22 a, an important engagement.

23 JUDGE CHACHKIN: All right.

24 MR. COHEN: Was that delicate, Your Honor?

25 JUDGE CHACHKIN: We'll take a 10-minute break at

1 | this time.

2 | (Whereupon, a brief recess was taken from 11:10 a.m.
3 | until 11:20 a.m.)

4 | JUDGE CHACHKIN: Back on the record.

5 | MR. COHEN: -- Your Honor.

6 | BY MR. COHEN:

7 | Q I want to make sure the record is clear on this
8 | point. I know you've testified about it. The bylaws, and,
9 | and the articles, and the Form 1023, the exemption application
10 | which -- you prepared all those documents, of course.

11 | A Yes.

12 | Q Yes, and who paid your fee for, for preparing those
13 | documents?

14 | A The, the -- I, I really can't say for sure. I
15 | believe it was Translator TV.

16 | Q Well, in your deposition at page 76, I asked you --
17 | and this is the same day, Volume 1. This is September 23. I
18 | asked on line 2, "Now, I think you may have testified to this
19 | earlier and I apologize for asking you again, but were you
20 | paid for your services in preparing the bylaws, the articles,
21 | and the Form 1023?" And your answer was, "Yes, my recollec-
22 | tion is that there would have been a set fee." Question:
23 | "And Trinity paid that fee, or did NMTV pay it?" And your
24 | answer was, "I'm pretty sure that Trinity paid it." Does this
25 | refresh your recollection?

1 A Not one way or the other. Trinity would have paid
2 one -- the funds for, for it would have come from Trinity.
3 Translator didn't have any money at that time. I can't remem-
4 ber who I billed, is what I'm saying.

5 Q You mean, in any event, it came out of Trinity's
6 pocket. That's, that's the essence of what I hear you saying.

7 A That's right.

8 Q Is that accurate?

9 A Translator was a shell.

10 Q Would you please refer to Glendale -- this is not
11 the Bureau; this is Glendale Exhibit 149.

12 A Let's see. I have Volumes 1 and 2.

13 Q Two. Of Glendale now.

14 MR. TOPEL: Excuse me, Volume 2.

15 BY MR. COHEN:

16 Q This would be in --

17 A Oh.

18 Q -- the second volume of the Glendale exhibits.

19 A Okay, I was looking for a tab.

20 Q And I want you to look at, if you would, for pur-
21 poses of my questions, Glendale Exhibit 149 and Glendale
22 Exhibit 150. I'm not going to be asking any questions about
23 the substance of the document but I'd like you to just famil-
24 iarize yourself.

25 A Yes, I've, I've reviewed 149 and 150.

1 Q Now, you, you recall writing the letter dated
2 October 1, 1992?

3 A Yes, I do.

4 Q And you recall receiving the letter dated
5 October 13, 1992?

6 A Yes.

7 Q Okay. Now, these are the services that you men-
8 tioned earlier in your testimony that you provided for NMTV,
9 am I correct?

10 A That's correct.

11 Q Now, I'd like for you to tell me how you became
12 involved in, in this matter, this -- by matter, I'm talking
13 about this dispute with, with the entity called "Syncom
14 Incorporated." How did you get into the act?

15 A Jane referred the, the letter that I referred to in
16 this October 1, 1992, letter to Syncom. Jane referred a
17 September 29, 1992, letter to me from Syncom and asked that I
18 respond to it.

19 Q Now, this is a dispute which also involved
20 Ben Miller, am I correct?

21 A Well, Ben was, yes, Ben was involved.

22 Q And, for the record, I think you all know who
23 Ben Miller is but I think we ought to -- you ought to identify
24 him for the record as what your understanding is as what his
25 title --

1 A Ben Miller would be the chief engineer of Trinity
2 Christian Center, Santa Ana.

3 Q Now --

4 A TBN.

5 Q When you spoke with Ben Miller about this matter,
6 what hat was he wearing?

7 A I, I'm not sure. I know that he, he acted as an
8 independent consultant for several corporations.

9 Q When you spoke with Ben Miller -- well, perhaps
10 you'd better, you'd better -- we'd better start at the top.
11 Who was the first person that brought the Syncom dispute to
12 your attention?

13 A I'm pretty sure it was Jane Duff.

14 Q And what did she tell you?

15 A I think she just referred this letter to me, and that
16 more or less set out the fact that Columbia, the people in
17 Columbia, were not going to perform on their lease agreement.

18 Q And then how did it come to pass that you, that you
19 and Mr. Miller were in touch with regarding this?

20 A We were on a trip together after I'd -- I think
21 after Jane had initially contacted me -- it would have been
22 before October 1st, sometime in September of 1992 -- I was on
23 a trip with Ben Miller and I asked him what the problem was
24 with Syncom Incorporated and Columbia, South Carolina, and he
25 related to me all what the issues were.

1 Q So, so you then became aware that Ben Miller had
2 been involved in this, in this matter, is that correct?

3 A Yes.

4 Q Okay, and did you have an understanding then as to
5 whether he was providing services for NMTV?

6 A I, I had no knowledge one way or the other. I
7 assumed that.

8 Q Now, am I correct that you, that you, you generally
9 know that Ben Miller has provided engineering services for
10 NMTV?

11 A I, I think that's the case, yeah. I, I've been
12 aware that he provides engineering services for a number of
13 people.

14 Q Can you tell me from your own recollection,
15 Mr. Juggert, what companies Mr. Miller provides engineering
16 services for?

17 A I know that he, he provides it for the Trinity
18 Broadcasting Companies, Trinity of Arizona, Oklahoma, Florida,
19 Washington, Oklahoma City, those corporations.

20 Q Do you know that he provides engineering services
21 for any non-Trinity corporations?

22 A I think that he does. In fact, I'm aware of one
23 where he just -- I'm aware of an instance recently where he
24 did.

25 Q For what company was that?

1 A It's called Christian Television in Italy.

2 Q Yeah, but you are aware that he, he provides engi-
3 neering services for NMTV.

4 A Yes, this was for NMTV, the Syncom.

5 Q Now, I can show you an exhibit -- perhaps I
6 should -- where he describes the various titles he has, the
7 various companies that -- off the record.

8 (Whereupon, a brief recess was taken.)

9 JUDGE CHACHKIN: That was off the record.

10 MR. COHEN: Thank you.

11 (Asides.)

12 MR. COHEN: Can we, can we go back on the record,
13 Your Honor?

14 JUDGE CHACHKIN: Yes.

15 BY MR. COHEN:

16 Q Now, Mr. Juggert, I want to show you what's been
17 admitted into evidence in this proceeding as Mass Media Bureau
18 Exhibit 378. Do you have it, sir?

19 A That's 379.

20 Q You, you -- you're close.

21 A Oh, here we go.

22 Q There you go -- spend a minute looking, just look at
23 it. Not a long exhibit.

24 A Yes, I see that.

25 Q Have you, have you ever seen that document before

1 | this minute?

2 | A No.

3 | Q Okay. So this is the first time you've ever seen
4 | it.

5 | A Yes.

6 | Q Okay. Now, this document speaks for itself but my
7 | question is, is this new information to you, that, that,
8 | that's set forth on this memo dated October 3, 1999 -- 1991,
9 | or did you know that before?

10 | A I would have known down through National Minority.
11 | I was not aware of All-American and -- well, Sonlight I was.
12 | I was aware of Ben doing some work for Sonlight Broadcasting
13 | Systems.

14 | Q Now, do you have an understanding as Trinity's
15 | lawyer and as a board member of Trinity under what basis
16 | Mr. Miller provides engineering services for National Minority
17 | TV, Inc.?

18 | A No, I don't.

19 | Q And, and you never inquired into that?

20 | A No.

21 | Q It was never a matter that was of, of interest to
22 | you as a board member?

23 | A No.

24 | Q You weren't, you weren't concerned as to how
25 | Mr. Miller was spending his time?

1 A I, I'm well aware that Mr. Miller is very, very
2 busy.
3 Q Yes.
4 A And so I don't know all of the corporations he does
5 work for.
6 Q Well, do you know whether he's paid by NMTV?
7 A I have, I have no knowledge of that.
8 Q And do you know whether, when he works for NMTV, he
9 does it on Trinity's time?
10 A I, I don't know.
11 Q And as a board member of, of Trinity, that is not a
12 matter of concern to you?
13 A No, not -- my concern is, is that all of our engi-
14 neering needs are taken care of and Mr. Miller does a good
15 job.
16 Q But, but, but you are -- it is of no concern to you
17 as a board member as to whether he's providing services for
18 non-Trinity companies during his normal work week, is that
19 correct?
20 A Well, I have no knowledge that he is.
21 Q Have you ever inquired?
22 A No.
23 Q It never occurred to you.
24 A No, it never occurred to me.
25 Q But you knew that he was providing the services.

1 A For, for other corporations, corporations, and I
2 know that he works on Saturdays, and Sundays, and holidays.

3 Q But you never asked him when he was working for any
4 company, is that correct?

5 A No.

6 Q And you're aware that he -- you tell me you aware he
7 also has provided services for Community Educational
8 Television, Inc., and Jacksonville Educators Broadcasting?

9 A Yes.

10 Q And you never queried him as to when he's providing
11 those services.

12 A No.

13 Q And same question for Sonlight Broadcasting Systems.

14 A No, as a matter of fact, well, Sonlight is one that
15 I wasn't aware that he was -- yes, I was. Sonlight I was
16 aware of. No, I've never inquired of him about these other
17 involvements.

18 Q And Trinity has no policy which requires services
19 that Mr. Miller renders to other companies to be reduced to
20 writing, is that correct?

21 A Not that I'm aware of.

22 Q And as Trinity's lawyer, you, you approve of this,
23 of this non-policy, is that it?

24 A I approve of the work of Ben Miller.

25 Q And it, and it is of no concern to you as Trinity's

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1 counsel that his relationship with NMTV is -- has not been
2 reduced to writing.

3 A Well, I don't know that it -- whether it has or
4 hasn't.

5 Q Well, accept that as a fact, that it hasn't been.

6 A I would prefer it to be in writing.

7 Q Is this the first time you learned that it's not in
8 writing?

9 A Assuming that what you say is true, yes.

10 Q I wouldn't, I wouldn't mislead you and Mr. Topel
11 wouldn't allow me to mislead you, so you can be certain that
12 I'm not misleading you.

13 A I would, I would prefer that an agreement like this
14 be in writing.

15 Q Is this the first time you've learned that it's not
16 in writing?

17 A Yes.

18 Q Are you aware as to whether the services that
19 Mr. Miller renders for Community Educational TV, Inc. or
20 Jacksonville Educators Broadcasting, Inc. -- are you aware
21 whether those services are the subject of a, of a, of an
22 agreement, a written document?

23 A I believe they are. I believe they are.

24 Q And give me your best recollection of, of, of what
25 document or documents encompass --

1 A The --

2 Q -- those services.

3 A The reason I say that is that I remember discussing
4 this with Mr. Crouch and we discussed the fact that this would
5 be a way for Ben to make some extra income, by working for
6 these other corporations.

7 Q Other corporations meaning what companies?

8 A Community and Jacksonville, and we talked about that
9 in the, in the context of, of a independent consultant agree-
10 ment such as, as Terry Hickey had, and so I assume that, that
11 Ben Miller would have had the same thing with those two corpo-
12 rations.

13 Q What, what agreement did you have reference to a
14 moment ago concerning Terry Hickey?

15 A Terry Hickey has a -- serves as an independent
16 consultant for --

17 Q To whom?

18 A -- Jacksonville and for Community.

19 Q And that, and that's happening as we -- this agree-
20 ment is in effect now?

21 A I don't know. I just know that it was in effect
22 several years ago.

23 Q And you had a discussion with Paul Crouch about,
24 about, about Ben Miller having such an agreement, is that
25 correct?

1 A In that context, yes.

2 Q And when did that discussion take place?

3 A Several years ago. I can't recall when.

4 Q And what was the result of that conversation?

5 A I -- Ben Miller began doing work for Community and
6 Jacksonville.

7 Q But you don't know whether it's, it's, it's subject
8 to a, a written document or not.

9 A No, I'm not sure if it is.

10 Q Are you aware whether -- do you have knowledge as to
11 whether he's paid for the services he renders to Trinity
12 Broadcasting and Community Educational TV, Inc.?

13 A Do you mean Jacksonville and Community?

14 Q Yes, excuse me, I meant -- thank you for correcting
15 me -- Community and Jacksonville.

16 A I don't know.

17 Q Are you aware as to whether he's paid for services
18 he provides to Sonlight?

19 A I don't know.

20 Q And as a board member of Trinity and as Trinity's
21 counsel, those were not matters that you wanted to know the
22 answers to, is that correct?

23 A The -- no, I -- my concern is are our engineering
24 needs being met? They are being met and they're being met
25 very well by Ben Miller. I'm in his office many times over

1 the course of, of a normal -- maybe 10 times.

2 Q Now, I've told you that the evidence in this pro-
3 ceeding is that he provides engineering services to NMTV. You
4 can accept that as a fact, he has provided engineering
5 services for NMTV, and you can accept as a fact that it's --
6 those services are provided without reference to any, any
7 document.

8 A Yeah.

9 Q Okay. Now, are you aware as to whether Mr. Miller
10 is compensated in any way by NMTV for the services he pro-
11 vides?

12 A I don't know.

13 Q And you've never discussed that with him.

14 A No.

15 Q And that's not a matter which concerns you or inter-
16 ests you as a board member or as counsel for Trinity, is that
17 your testimony?

18 A Well, it interests me that it isn't in writing. It
19 should be in writing.

20 Q Why should it be in writing?

21 A Because if he's doing that, that's an independent
22 contractor relationship, and I would think for, for Ben's sake
23 that it should be in, in, in writing, and for the sake of
24 whoever is paying him it should be in writing so it's clear
25 who pays the taxes, who's responsible if he has a Workers'

1 Comp accident.

2 Q Well, the testimony is that he is not being paid by
3 NMTV.

4 A Whose testimony?

5 Q Several witnesses testimony is to that effect, and
6 you can accept that as a fact.

7 A Well, I don't know.

8 Q Okay. Now, does that concern you as a board member
9 and as Trinity's counsel, that Mr. Miller has provided ser-
10 vices to NMTV which NMTV never paid him for?

11 A No, that doesn't concern me. That's very common
12 among religious corporations, that they do -- that people
13 volunteer their time.

14 Q I want to ask you a question about Planck Technical
15 Services, which is a company that you're familiar with.

16 A Yes.

17 Q All right, first of all, have you ever provided any
18 legal services for Planck?

19 A I think that I may have provided some services for
20 them when they were being operated by Trinity Christian Center
21 in terms of doing some minutes for them, but legal services
22 per se, no.

23 Q Now, am I correct -- give me your best recollection
24 on this point as to when Trinity owned the majority of Planck
25 stock.

1 A That, that had to have been 6 to 8 years ago that
2 that started.

3 Q It started.

4 A Yeah.

5 Q Okay, and when Planck started out as a company, did
6 Trinity then have the majority position in the stock?

7 A No.

8 Q Trinity purchased the majority position?

9 A Trinity provided funding to the client to avoid
10 bankruptcy.

11 Q And why --

12 A It purchased stock.

13 Q And why did Trinity do that?

14 A Because Trinity had made a number of, of deposits,
15 had given Planck money, substantial sums of money, to be used
16 as deposits for the acquisition of, of equipment, and Planck
17 had used money that would have been in furtherance of those
18 deposits that would have allowed those deposits to be applied
19 toward purchase contracts for other purposes, and those depos-
20 its were going to be lost when Planck was about to, to go into
21 bankruptcy, and so as a means of helping him, Trinity provided
22 some funding and it came out in the, the form of stock, and
23 then over a period of time helped Planck get back upon his
24 feet and turned the corporation back over to him once he was
25 capable of operating. He was a very -- he was an expert in

1 low-power construction.

2 Q Now, when, when was the ownership interest, the
3 stock interest, sold back to Planck?

4 A It must have been about 2, 3 years ago.

5 Q Well, your, your deposition at page 80 says, line 5,
6 "It had to be in 1992 sometime." Does that refresh your
7 recollection?

8 A Yeah, that would be 2 years ago.

9 Q Oh, is that --

10 A Probably about 2 years ago.

11 Q I want to ask you about Mass Media Bureau Exhibit 7.

12 MR. TOPEL: Volume 1, Mr. Juggert.

13 MR. COHEN: Excuse me, 12.

14 MR. TOPEL: Same volume.

15 BY MR. COHEN:

16 Q And am I correct that you prepared that document?

17 A The Waiver of Notice?

18 Q The Waiver of Notice and Consent to Holding of
19 Meeting.

20 A Yes.

21 Q I want to ask you about Exhibit, Mass Media
22 Exhibit 10. Did you prepare that document?

23 A Yes, I did.

24 Q There are -- the line-up of officers on the second
25 page, who provided that information to you?

1 A Jane. Jane Duff.

2 Q And did she tell you the basis of how it had been
3 determined -- strike that. Did she tell you who, who deter-
4 mined that these were to be the officers?

5 A I don't recall that she told me who determined that.

6 Q Did she tell you the, the basis for the decision as
7 to who should be president, vice-president, secretary, and
8 chief financial officer?

9 A Not that I recall.

10 Q Now, I want to ask you a question about your normal
11 practice, and it's my understanding that it's your normal
12 practice to attend NMTV board meetings and take the minutes,
13 am I correct?

14 A The majority of the time, that's correct.

15 Q I want to ask you about the annual meeting of the
16 board of directors of February 26th, 1982, which I believe is
17 Mass Media Bureau Exhibit 47. I'm not going to be asking you
18 about the substance of the document, but just look at it to
19 familiarize yourself with it.

20 A Yes.

21 Q Now, your, your -- you state there -- that's your
22 signature, correct, on the second page, Norman Juggert?

23 A Yes.

24 Q You state there that you are acting secretary, is
25 that correct?

1 A Right.

2 Q Now, who appointed you acting secretary?

3 A I was acting secretary in the sense that I was
4 invited by the directors to attend the meeting and to take
5 minutes. There was no official appointment.

6 Q I want to ask you a question about the bottom of the
7 first page, the last paragraph. Read it to yourself. About
8 Mr. John Casoria?

9 A Yes.

10 Q There's a reference to affiliated stations and
11 affiliated corporations, do you see that?

12 A Yes.

13 Q Was Translator TV Inc. intended to be considered an
14 affiliated corporation as the term was used in those minutes?

15 A Yes, in the sense that it broadcast Trinity pro-
16 grams, or intended to do so.

17 Q And that was the basis for Mr. Casoria presenting
18 the financial statement of, of Translator Television, Inc.?
19 The basis was that Translator TV carried or was, was to carry
20 Trinity programming?

21 A I think the basis was that it was part of a combined
22 financial statement.

23 Q Do you know who made the decision that there be a
24 combined financial statement? And I'm now talking about back
25 in 1982.

1 A No, I don't.

2 Q And John Casoria was the finance director for
3 Trinity Christian Center, isn't that correct?

4 A Correct.

5 Q And what relationship did he have to Translator TV,
6 Inc.?

7 A He was the person who would have been responsible
8 for overseeing the preparation of their financial statements.
9 He wasn't an officer, or director, or employee.

10 Q And do you know who, who asked him to assume that
11 responsibility?

12 A No.

13 JUDGE CHACHKIN: He was employed by Trinity, isn't
14 that correct?

15 MR. JUGGERT: He was employed by Trinity.

16 BY MR. COHEN:

17 Q Now, if you would, look at Mass Media Bureau
18 Exhibit 55, which is the 1983 meeting.

19 A Yes.

20 Q And Translator TV, Inc. was a, was a part of that
21 meeting.

22 A Let's see, yes.

23 Q Now, you signed those minutes but, but there's
24 nothing next to your name. Do you see that?

25 A Yes.

1 Q Was that intentional on your part to, to leave -- to
2 have no -- nothing next to your name to reflect what your
3 position was preparing the minutes?

4 A It wasn't intentional. I'm referred to in the
5 documents as a secretary of the corporation. I guess I'm
6 not -- that wasn't intentional.

7 Q So you were, you were acting then as acting secre-
8 tary for Television Translator, Inc. [sic] insofar as these
9 minutes were concerned and regarding that entity, am I cor-
10 rect?

11 A That's correct.

12 Q And was that also a role that, that you assumed on
13 your own volition?

14 A No, I would have been asked to come and be secretary
15 for all of the corporations that were holding board meetings,
16 annual meetings, at that time.

17 Q And insofar as Translator TV, Inc. was concerned,
18 were you, were you -- insofar as the minutes affect them, were
19 you acting under your own volition in preparing these minutes
20 as -- or were you asked to, to do so.

21 A I would have been asked to do so.

22 Q Let me read your deposition, September 23, page 103,
23 question, line 5: "So you were acting again as acting secre-
24 tary for Translator TV, Inc., is that correct?" And your
25 answer is, "Well, if you look at the title of this, it is

1 "Joint Annual Meeting of Board of Directors of the Trinity
2 Broadcasting Network, Inc. and Affiliates" and then it lists a
3 number of corporations, and so for all those I would have,
4 with the exception of Translator TV, actually been the actual
5 secretary. I would have been the acting secretary, I would
6 have been the acting secretary to the extent that these min-
7 utes relate to Translator TV." Question: "And was -- and
8 that was again a role that you assumed on your own volition,"
9 and your answer was, "Yes." Okay, turn now to Exhibit 70.
10 That would be in the next volume.

11 A Volume 2?

12 Q Yes, sir.

13 (Pause.)

14 MR. JUGGERT: I have it.

15 BY MR. COHEN:

16 Q Yes. You're listed on page 10 there -- that's your
17 signature, isn't it, as Norman Juggert, secretary?

18 A Yes.

19 Q Now, you were denominated there as secretary.
20 Insofar as Translator TV, Inc. is concerned, were you the
21 secretary of that entity?

22 A No.

23 Q Would you, would you please refer to Mass Media
24 Bureau Exhibit 91?

25 A I have it.